

Receipt #8026462

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEBRASKA

UNITED STATES OF AMERICA,
for the use of ELECTRICAL
ENGINEERING and EQUIPMENT
COMPANY, a/k/a 3E,

Plaintiff,

vs.

TRAVELERS CASUALTY AND
SURETY COMPANY OF AMERICA
and KINGERY CONSTRUCTION
CO.,

Defendants.

Case No. 8:13cv334

COMPLAINT

FILED
U.S. DISTRICT COURT
DISTRICT OF NEBRASKA
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OFFICE OF THE CLERK

COMES NOW the plaintiff United States of America, for the use of Electrical Engineering and Equipment Company a/k/a 3E, and for its claim against the defendants states as follows:

1. Electrical Engineering and Equipment Company a/k/a 3E, the use plaintiff in this action, is a corporation duly organized and existing under the laws of the State of Iowa with its principal office in Polk County, Iowa, but also with an office located at 1006 N. 20th St. in Omaha, Nebraska. 3E is engaged in the business of selling electrical equipment, supplies, and materials.

2. Defendant Kingery Construction Co. is a corporation organized and existing under the laws of the State of Nebraska with its principal office and place of business located at 201 N. 46th Street in Lincoln, Nebraska.

3. Defendant Travelers Casualty and Surety Company of America is a corporation organized and existing under the law of the State of Connecticut and duly authorized to engage in the business of executing surety bonds.

4. This action arises, and the court has jurisdiction, under the Miller Act, 40 U.S.C. §§ 3131-3134. Venue is proper in this district because the principal contract described below between defendant Kingery and the United States of America, acting by and through the Nebraska Army National Guard, was to be performed and executed in the district of Nebraska.

5. Defendant Kingery entered into a principal written contract with the United States of America acting by and through the Nebraska Army National Guard for a project described as the East Campus Readiness Center ADD/ALT, Project No. 3101100.

6. Defendant Kingery, together with defendant Travelers as surety, duly executed and delivered to the United States of America a payment bond for the protection of all persons supplying labor and material in the prosecution of the work provided for in the above-mentioned project. Such bond was executed in accordance with the provisions of 40 U.S.C. § 3131 and is referred to as bond No. 041-SB-105494157.

7. Defendant Kingery entered into a contract with subcontractor Boss Electric, LLC in which the latter agreed to furnish to the former a certain portion of the labor and material provided for in the principal contract.

8. Between approximately December of 2011 and December 21, 2012, use plaintiff 3E, at the request of subcontractor Boss Electric, LLC supplied electrical materials and equipment to said subcontractor, all of which were used in the prosecution of the work

provided for in the principal contract. Boss Electric, LLC agreed to pay 3E the total sum of \$143,873.56 for said materials and equipment of which the sum of \$74,699.56 is due, unpaid, and owing to 3E.

9. The date on which use plaintiff last supplied such materials and equipment to Boss Electric, LLC was December 21, 2012. A period of more than 90 days has elapsed since then, and 3E has not been paid in full for the materials and equipment it provided for the above-mentioned project.

10. Use plaintiff 3E gave notice to Kingery pursuant to 40 U.S.C. § 3133(b)(2) of its claim for the amount owed to it for materials and equipment furnished in the prosecution of the work provided for in the primary contract. Such notice fully complied with the provisions of said statute.

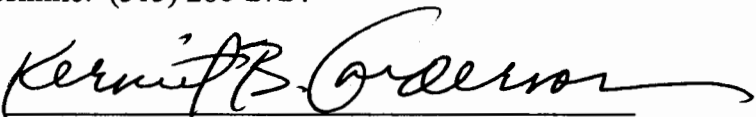
WHEREFORE, the United States of America, on behalf and for the use of plaintiff Electrical Engineering and Equipment Company requests judgment against the defendants, and each of them jointly and severally, for the sum of \$74,699.56, plus interest at the maximum legal rate as allowed by law, together with costs, attorney fees, and such other and further relief as the court may deem just and proper.

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OMAHA

By 

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